

building complexes), units in any commercial or business establishments (including, without limitation, commercial office buildings, hospitals, other healthcare facilities, university dormitories, prisons, multiple dwelling facilities, commercial buses, commercial ships, trains and oil rigs), any Hospitality Subscriber and any Hotel/Motel Subscriber authorized by Affiliate to receive DTH service via the DTH Distribution System.

(iv) "Hospitality Subscriber" shall mean

(v) "Hotel/Motel Subscriber" shall mean any room susceptible of overnight occupancy in any hotel, motel or other establishment providing temporary residence in the Territory that is authorized by Affiliate to receive DTH services via the DTH Distribution System.

(vi)

(vii)

(viii) "Territory" shall mean the United States and the District of Columbia.

1.2 The Services.

1.2.1

1.2.2 All rights and title in and to the entire contents of each Service, including, but not limited to, films and recordings thereof, title or titles, names, trademarks, concepts, stories, plots, incidents, ideas, formulas, formats, general content and any other literary, musical, artistic, or other creative material included therein shall, as between the applicable Programmer and Affiliate, remain vested in such Programmer.

1.2.3

1.2.4 Each Programmer and Affiliate agree that "Infomercials" (i.e., "infomercials," and "paid programming" (as such terms are commonly understood in the television industry on the date hereof) and "home shopping programming" (i.e., long form programming of the type that generally appears on QVC or Home Shopping Network)) shall be suitable for cable television and not comprise more than _____ hours per week on such Programmer's Service and the inclusion of Infomercials on such Service shall be generally consistent with that which occurred during _____

1.3 Other Distribution Obligations. In addition, each Programmer for itself, on the one hand, and Affiliate, on the other hand agree as follows:

1.3.1 Subject to such Programmer's obligations hereunder and Affiliate's rights under Section 16, Affiliate shall distribute the Services as transmitted by such Programmer, in its entirety, in the order and at the time transmitted by such Programmer without any editing, delays, alterations, interruptions, deletions or additions (collectively, the "Alterations")

1.3.2 Each Programmer shall, at its sole expense, deliver the feed of its Service from a U.S. domestic communications satellite in the Territory commonly used for transmission of television programming (or, at such Programmer's option and expense, a fiber optic or other facility reasonably acceptable to Affiliate) to each of Affiliate's two (2) uplink and broadcast facilities currently located in Castle Rock, Colorado and Los Angeles, California (collectively, the "Broadcast Centers").

1.3.3

1.4

1.5 VBI

Each Programmer reserves and retains all rights in and to all signal distribution capacity contained within the bandwidth of the Signal, including without limitation, the VBI and audio subcarriers from its transmission point to the point of reception by Affiliate. Affiliate retains and reserves any and all rights in and to, and may use in its sole discretion, all Signal distribution capacity contained within the bandwidth of the Signal, including, without limitation, the VBI and audio subcarriers, from the point of reception by Affiliate to the DIRECTV Subscribers in the Territory; provided, that such use

1.6

1.7 Change of Satellite.

1.7.1 The feed of each Service is currently delivered in a digital format via AMC-1, Transponder 4 or 18, which satellite and/or transponders may change during the

Term. The delivery of all feeds hereunder shall be pursuant to the technical specifications set forth at Exhibit "B" hereto and to Section 1.7.2 hereof.

1.7.2 In the event a Programmer either (i) changes the satellite to which

1.8

1.9 League Restrictions. This Agreement is subject to League Restrictions (as defined below) and "blackout" requirements (as set forth in Section 1.10 below), provided that such limitations and restrictions shall be applied by Programmer in a non-discriminatory manner upon all distributors of the Service.

For purposes of this Agreement, "League Restrictions" shall mean: (A) the constitution, by-laws, agreements, and other rules, regulations and restrictions of the National Basketball Association ("NBA"), Major League Baseball ("MLB"), National Hockey League ("NHL"), National Football League ("NFL"), National Collegiate Athletic Association ("NCAA"), Major League Soccer ("MLS") and any other association, league, conference, team, college, school, or other program supplier (such other program supplier is hereinafter referred to as an "Other Program Supplier") (individually, a "League," and collectively, the "Leagues") as they currently exist and as they may be amended, modified or otherwise supplemented from time to time, and as the same may be from time to time interpreted by authorized personnel of such League; and (B) the terms and conditions of any existing or future contracts between Programmer and any League, as they may be amended, modified or otherwise supplemented from time to time, including, without limitation, television agreements for the telecasting of games or other events of one or more of

the Leagues.

1.10 Blackouts. Notwithstanding anything to the contrary herein, Affiliate acknowledges and agrees that it must comply with each Programmer's request to "blackout" any Service programming that, due to League Restrictions, may not be distributed in the area designated by such Programmer

1.11

1.12

2. Reports and Payments.

2.1 Reports; Payments; Audit Rights.

2.1.1 Within _____ days after the end of each month during the Term, Affiliate shall furnish each Programmer a statement containing the number of DIRECTV Subscribers in _____ Service Subscribers" (as defined below) and _____ Service Subscribers" (as defined below) authorized by Affiliate to receive such Programmer's Service, as calculated using the average of the total number of such Subscribers on the first and last day of the applicable accounting month of Affiliate (the "Monthly Subscriber Level") and such other information as a Programmer may reasonably request, together with payment of the license fees in respect thereof. Each accounting statement required of Affiliate hereunder shall set forth the aggregate number of _____ Service Subscribers (by type of Service Subscriber) and the corresponding license fee.

Each Programmer shall accord confidential treatment to any information contained in the aforementioned statement in accordance with Section 15.

2.1.2 At a Programmer's request, Affiliate shall permit

to review, during the Term _____ such DIRECTV Subscriber and other records as required for the sole purpose of verifying such statements and Affiliate's performance of its other obligations hereunder at reasonable times, upon reasonable advance written notice and during normal business hours at Affiliate's offices.

2.1.3 Bulk Billing. For purposes of calculating the license fees payable

hereunder with respect to Service Subscribers that are individual units ("Units") in commercial buses, ships, trains and oil rigs and similar commercial locations, and for which Affiliate charges a bulk rate to such Service Subscribers as opposed to a per unit rate (each, a "Bulk-Rate Facility(ies)"), the number of Units on which payments shall be made shall be calculated by

Any such Units shall be included in reports to Programmer pursuant to Section 2.1.1.

2.2. License Fees:

2.2.1 Within after the end of each month during the Term, commencing with January 2005, Affiliate shall pay to each Programmer or its designee for each Service for each calendar month during the Term the applicable monthly license fee below for each Service Subscriber (based on the Monthly Subscriber Level relating to the accounting month ending in such calendar month)(it being understood and agreed that each accounting month shall be deemed to relate to the calendar month in which such accounting month ends):

2.2.2 License fees payable in respect of Hospitality Subscribers shall be as set forth in Section 4.2 hereof.

2.3. Additional Events.

2.3.1 Each Programmer shall have the right to impose a surcharge, in addition to the then-applicable Monthly Rate Per Subscriber (as defined in Exhibit A) to be payable by Affiliate (the "Surcharge") in the event that such Programmer adds to its Service

2.3.2 Within _____ after Programmer provides Affiliate with notice of a proposed Surcharge (the "Surcharge Notice," which notice shall also specify Affiliate's deadline to respond and shall state that the Surcharge contained therein was determined in accordance with this Section 2.5), Affiliate must notify Programmer in writing as to whether or not Affiliate accepts the Additional Events and the applicable Surcharge. If Affiliate does not accept the proposed Surcharge within such 45-day period, then Affiliate shall not be permitted to, and shall not, distribute such Additional Events. In such event, such Additional Events will be blacked out by Affiliate

2.3.3

2.4

2.6 Late or Non-Payments. Any amounts that are not
not paid by Affiliate after

shall accrue interest at the rate of

per annum or

at the highest lawful rate, whichever shall be from the date such amounts were due until they are paid. If a Programmer engages the services of any collection agency or independent legal counsel to collect past due fees owed to such Programmer by Affiliate under this Agreement, such Programmer shall be entitled to full reimbursement from Affiliate for all reasonable costs and expenses incurred in such collection efforts.

3. Format for Service. Each Programmer shall make an average of minutes per hour per calendar day (excluding any blocks of time during which Programmer does not insert advertisements (e.g., Infomercials)) available in the schedule of its Service (such available time defined as "Avails") for commercial or other announcements to be used by Affiliate or by third parties identified by Affiliate, reasonably distributed throughout each day of such Service (other than during the time periods during which Programmer does not insert advertisements)

4. Marketing and Promotion.

4.1 Packaging. Affiliate shall throughout the Term maintain carriage of each of the Services in Affiliate's programming package

4.2 Commercial Rights. In addition to the rights set forth above, each Programmer hereby grants to Affiliate the right to distribute its Service to Hospitality Subscribers throughout the Territory solely as set forth in this Section 4.2.

4.2.1 Affiliate shall distribute such Programmer's Service as part of

In addition to all other amounts payable under this Agreement, within _____ after the end of each month during the Term beginning with January 2005, Affiliate shall pay for each Hospitality Subscriber that receives _____ in such month an amount equal to _____

4.2.3 Affiliate may also distribute such Programmer's Service as part of

in which case within
after the end of each month during the Term, Affiliate shall pay for each such Hospitality
Subscriber in such month an amount equal

All reporting obligations required for subscribers will apply to Hospitality Subscribers
receiving any Service pursuant to this Section 4.2.3

4.2.5 A La Carte. Notwithstanding anything in this Agreement to the contrary, Affiliate shall have the right to distribute each Service on an a la carte basis to any non-residential Service Subscriber. Affiliate shall pay Programmer

4.3 Programmers' Sales and Marketing Materials. Each Programmer shall provide Affiliate, upon Affiliate's request, with promotional and marketing advice for purposes of Affiliate's marketing of such Programmer's Service. Each Programmer shall promptly provide Affiliate with any and all promotional, marketing or other related or similar materials of (or related to) such Programmer's Service which are generally made available to other distributors of such Programmer's Service, and each Programmer shall promote Affiliate's carriage of such Programmer's Service similar to the manner in which Programmer generally promotes Other Distributors' carriage of the Service for which Programmer receives no related additional consideration.

4.4

4.5

4.6

5. Representations, Warranties and Covenants.

5.1 By Affiliate. Affiliate warrants, represents and covenants to each Programmer the following:

5.1.1 Affiliate is in compliance with and will comply with all material Laws (as defined below) with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto (As used herein, "Law" shall mean any FCC and any other governmental (whether international, federal, state, municipal or otherwise) statute, law, rule, regulation, ordinance, code, directive and order, including without limitation, any court order).

5.1.2 Affiliate has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of Affiliate enforceable in accordance with its terms.

5.1.3 Affiliate shall distribute the Services in the Territory in accordance with and subject to the terms and conditions set forth in this Agreement.

5.1.4 Affiliate shall (i) arrange and pay for reception of the Services (excluding any authorization fees) from the U.S. domestic communications satellite from time-to-time designated by each Programmer to Affiliate ("Programmer's U.S. Satellite"); and (ii) acquire and maintain, at Affiliate's sole expense, any equipment, including, without limitation, backup or reserve descramblers, which may be necessary to decode and unscramble the signal(s) for the Services.

5.1.5 Affiliate shall not, without a Programmer's consent, knowingly authorize or cause or knowingly permit any portion of such Programmer's Service to be recorded, duplicated, cablecast, exhibited or otherwise used (except on a videocassette recorder or other home or personal taping device for private, noncommercial use) for any purpose other than for distribution by Affiliate at the time the same is made available.

5.1.6 Affiliate shall not, without a Programmer's prior written approval, use the names, titles or logos of such Programmer's Service or any of its programs, or the names, voices, photographs, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof, for any purpose. Uses of such name or logo in routine promotional materials consistent with past practice such as program guides and program listings in the form provided by Programmer shall be deemed approved unless Programmer specifically notifies Affiliate to the contrary prior to such use by Affiliate. Affiliate

shall not publish or disseminate any material that violates restrictions imposed by a Programmer or such Programmer's suppliers and disclosed upon reasonable advance written notice to Affiliate by such Programmer. The restrictions set forth in this Section 5.1.6 shall apply only to the extent they are applied by a Programmer uniformly with respect to all of its distributors of its Service, and shall not apply if Affiliate has received a valid authorization from a third party for any of the uses described in this Section 5.1.6.

5.1.7 Affiliate has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement.

5.1.8 The obligations created by this Agreement, in so far as they purport to be binding on Affiliate constitute legal, valid and binding obligations of Affiliate enforceable in accordance with their terms.

5.1.9

5.2 By Programmers. Each Programmer warrants, represents and covenants to Affiliate the following:

5.2.1 It is in compliance with and will comply with all material Laws with respect to its rights and obligations under this Agreement, including without limitation, all relevant provisions of the Cable Television Consumer Protection and Competition Act of 1992 (as may be amended and any successor, replacement or similar Law or statute) and any and all regulations issued pursuant thereto.

5.2.2 It has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and once executed this Agreement shall constitute a valid and binding agreement of such Programmer enforceable in accordance with its terms.

5.2.3 It has obtained, and shall maintain in full force during the Term hereof, such federal, state and local authorizations as are material and necessary to operate the business it is conducting in connection with its rights and obligations under this Agreement.

5.2.4 It has secured and shall maintain all rights necessary for Affiliate to use and enjoy its rights in connection with its distribution of the Services, including, without limitation, obtaining or all necessary trademarks, copyrights, licenses and any and all other proprietary intellectual property and other use rights necessary in connection with, and for Affiliate's distribution of, the Services (including without limitation, the right to use the names, titles or logos of the Services or any of its programs, the promotional materials supplied or approved by such Programmer, the names, voices, photographs, music, likenesses or biographies of any individual participant or performer in, or contributor to, any program or any variations thereof), all as contemplated by this Agreement, and to perform its obligations hereunder and grant the rights granted pursuant to Section 1.

5.2.5 Programmer shall not, without Affiliate's prior written approval,

use the name or logo for "DIRECTV" or any other marks owned or controlled by Affiliate. Uses of such name or logo in routine promotional materials consistent with past practice such as program guides and program listings in the form provided by Affiliate shall be deemed approved unless Affiliate specifically notifies Programmer to the contrary prior to such use by Programmer.

5.2.6 As of the date hereof, the programming on such Programmer's Service consists of that programming described in Section 1.2.1.

5.2.7 The obligations created by this Agreement, in so far as they purport to be binding on such Programmer constitute legal, valid and binding obligations of such Programmer enforceable in accordance with their terms.

5.2.8

5.2.9 There are no (and it covenants that it shall not enter into any) agreements that would interfere with its performance of its obligations hereunder.

6. Term; Termination.

6.1 Term. The term of this Agreement (the "Term") shall be for the period commencing on January 1, 2005 and ending on

6.2 Termination for Breach, Bankruptcy; Discontinuance of Business. In addition to any other rights or remedies, in equity or at law, this Agreement may be terminated by either party (the "Affected Party"), in its discretion, upon any of the following occurrences, except as provided in this Agreement, with respect to the other party (the "Other Party"):

6.2.1 the failure by the Other Party, its successors or assigns to perform any material obligation hereunder which is not cured within thirty (30) days after receipt of written notice thereof from the Affected Party (except in the case of a failure to pay all amounts, then owing pursuant to the terms of this Agreement, in which case such cure must occur within ten (10) business days after receipt of written notice thereof) or as to which reasonable steps to cure have not been commenced within such period (or are not thereafter diligently pursued and completed within an additional thirty (30) days (or ten (10) business days, in such case of failure to pay));

6.2.2 the filing of a petition in bankruptcy or for reorganization by or against the Other Party under any bankruptcy act; the assignment by the Other Party for the benefit of its creditors, or the appointment of a receiver, trustee, liquidator or custodian for all or a substantial part of the Other Party's property, and the order of appointment is not vacated within thirty (30) days; or the assignment or encumbrance by the Other Party of this Agreement contrary to the terms hereof (it being understood that any pledge of, or grant of a security interest in, this Agreement by either party in connection with a bona fide financing shall be permitted by this Agreement provided that the grantee of such interest may under no circumstances interfere

with the other party's rights hereunder except to enforce the terms of this Agreement); or

6.2.3 if Affiliate permanently discontinues operation of the DTH Distribution System, or Programmer permanently discontinues operation and distribution of its respective Service, in either which case neither party shall have any further liability to the other.

6.3 Termination by Affiliate. Affiliate may terminate this Agreement as provided in Section 1.2.1 hereof.

6.4 Force Majeure. Notwithstanding any other provision in this Agreement, neither a Programmer nor Affiliate shall have any liability to the other or any other person or entity with respect to any failure of a Programmer or Affiliate, as the case may be, to transmit or distribute the Services or perform its obligations hereunder if such failure is due to any failure or degradation in performance of such Programmer's U.S. Satellite or the DTH Satellite(s) or transponders on such satellites (as applicable) or of the DTH Distribution System (in which case, Affiliate shall be excused from its distribution obligations under this Agreement), or of any scrambling/descrambling equipment or any other equipment owned or maintained by others (including, without limitation, Affiliate's automated billing and authorization system), any failure at the origination and uplinking center used by such Programmer or Affiliate, any labor dispute, fire, flood, riot, legal enactment, government regulation, Act of God, or any cause beyond the reasonable control of such Programmer or Affiliate, as the case may be (a "Force Majeure"), and such non-performance shall be excused for the period of time such failure(s) causes such non-performance; provided, however, that if Affiliate determines in its sole discretion that it is commercially or technically unfeasible to cure a Force Majeure with respect to the DTH Distribution System or DTH Satellite and so notifies the applicable Programmer, ~~then either party may terminate this Agreement effective upon written notice to the other party.~~ In the case of any Force Majeure other than as a result of failure or degradation of a Programmer's U.S. Satellite, the DTH Satellites, transponders or DTH Distribution System, the affected party shall take commercially reasonable efforts to cure such Force Majeure, to the extent within such party's control, as promptly as practicable.

6.5

6.6 Survival. Termination of this Agreement pursuant to this Section 6 shall not relieve either party of any of its liabilities or obligations under this Agreement, including without limitation those set forth below in Section 8, which shall have accrued on or prior to the date of such termination.

7. Separate Entities; Separate Agreements.

7.1 No officer, employee, agent, servant or independent contractor of any party hereto or their respective subsidiaries or affiliates shall at any time be deemed to be an employee, servant or agent of any other party for any purpose whatsoever, and the parties shall use commercially reasonable efforts to prevent any such misrepresentation. Nothing in this Agreement shall be deemed to create any joint venture, partnership or principal-agent relationship between a Programmer, on the one hand, and Affiliate, on the other hand, and neither shall hold itself out in its advertising or in any other manner which would indicate any such relationship with the other.

7.2

8. Indemnification; Limitation of Liability.

8.1 By Programmers. Each Programmer shall indemnify, defend and hold harmless each of Affiliate, its Affiliated Companies (as defined below), Affiliate's contractors, subcontractors and authorized distributors and the directors, officers, employees and agents of Affiliate, such Affiliated Companies and such contractors, subcontractors and distributors (collectively, the "Affiliate Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable outside attorneys' and expert's fees) incurred in connection with any claim against any of the Affiliate Indemnitees arising out of (i) such Programmer's breach or alleged breach of any provision of this Agreement, (ii) material or programming supplied by such Programmer pursuant to this Agreement,

(iii) the distribution or cablecast of any programming of such Programmer's Service which violates or requires payment for use or performance of any copyright, right of privacy or literary, music performance or dramatic right, (iv) such Programmer's advertising and marketing of the Services, and/or (v) any other materials, including advertising or promotional copy, supplied or approved by such Programmer. In addition, each Programmer shall pay and hold the Affiliate Indemnitees harmless from any federal, state, or local taxes or fees which are based upon revenues derived by, or the operations

of, such Programmer. As used in this Section 8, "Affiliated Company(ies)" shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity and any member, director, officer or employee of such person or entity.

8.2 By Affiliate. Affiliate shall indemnify and hold harmless each Programmer, its Affiliated Companies, each Programmer's contractors, subcontractors and authorized distributors, each supplier to each Programmer of any portion of the Services hereunder and each participant therein and the directors, officers, employees and agents of each Programmer, such Affiliated Companies, such contractors, subcontractors and distributors and such suppliers and participants therein (collectively, the "Programmer Indemnitees") from, against and with respect to any and all claims, damages, liabilities, costs and expenses (including reasonable outside attorneys' and experts' fees) incurred in connection with any claim against the Programmer Indemnitees arising out of (i) Affiliate's breach or alleged breach of any provision of this Agreement, (ii) the distribution by Affiliate of the Services, including, without limitation, the insertion of commercial or other announcements pursuant to Section 3 hereof (except with respect to claims relating to the content of the Services for which a Programmer is solely responsible pursuant to Section 8.1(ii) and Section 8.1(iii)), (iii) Affiliate's advertising and marketing of the Services (except with respect to such advertising and marketing materials or content supplied or approved by a Programmer), and (iv) any other materials, including advertising or promotional copy, supplied or approved by Affiliate. In addition, Affiliate shall pay and hold each Programmer harmless from any federal, state, or local taxes or fees, including any fees payable to local franchising authorities, which are based upon revenues derived by, or the operations of, Affiliate.

8.3 Survival. Termination of this Agreement shall not affect the continuing obligations of each of the parties hereto as indemnitors hereunder. The party wishing to assert its rights set forth in this Section 8 shall promptly notify the other of any claim or legal proceeding with respect to which such party is asserting such right. Upon the written request of an indemnitee, the indemnitor will (i) assume the defense of any claim, demand or action against such indemnitee and/or (ii) allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

8.4 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:**

8.4.1 **IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, WHETHER BASED ON NEGLIGENCE OR OTHERWISE.**

8.4.2 **IN NO EVENT SHALL ANY PROJECTIONS, FORECASTS, ESTIMATIONS OF SALES AND/OR MARKET SHARE OR EXPECTED PROFITS, OR OTHER ESTIMATIONS OR PROJECTIONS BY AFFILIATE OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, REGARDING OR**

RELATED TO AFFILIATE'S DBS BUSINESS BE BINDING AS COMMITMENTS OR, IN ANY WAY, PROMISES BY AFFILIATE.

9. Notices. Except as set forth below, all notices hereunder shall be in writing and delivered by hand or sent by certified mail, return receipt requested, fax, or by an overnight delivery Services to the receiving party at its address set forth above or as otherwise designated by written notice. Notice to a Programmer shall be provided as follows:

If by facsimile: [Name of applicable Programmer]
Attention: President
Fax: (516) 803-4755
cc: General Counsel
Fax: (516) 803-2515

If by mail, or
overnight or personal
delivery: [Name of applicable Programmer]
1111 Stewart Avenue
Bethpage, New York 11714
Attention: President
cc: General Counsel

Notice to Affiliate shall be provided as follows:

If by facsimile: DIRECTV, Inc.
Attention: Senior Vice President, Programming
Fax: (310) 535-5426
cc: General Counsel
Fax: (310) 964-4991

If by mail, or
overnight or personal
delivery: DIRECTV, Inc.
2230 East Imperial Highway
El Segundo, California 90245
Attention: Senior Vice President, Programming
cc: General Counsel

Notice given by mail shall be considered to have been given five (5) days after the date of mailing, postage prepaid certified or registered mail. Notice given by facsimile machine shall be considered to have been given on the date receipt thereof is electronically acknowledged. Notice given by an overnight delivery services shall be considered to have been given on the next business day.

10. Waiver. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or similar nature. Subject to Section 8.4 above or as otherwise expressly provided herein, all rights and remedies reserved to either party shall be cumulative and shall not be in limitation of any other right or remedy which such party may have at law or in equity.

11. Binding Agreement; Assignment. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, except that it may not be assigned by transfer, by operation of law or otherwise, without the prior written consent of the non-transferring party, which shall not be unreasonably withheld; provided, however, that any party may assign its rights and obligations under this Agreement (i) to an Affiliated Company entity or to a successor entity to all of such party's business; or (ii) as part of a merger, consolidation or sale of all or substantially all of the assets of such party.

12. Laws of Delaware. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except to the extent that the parties' respective rights and obligations are subject to mandatory local, State and Federal laws or regulations. The parties hereby agree that the non-exclusive jurisdiction of, or the venue of, any action brought by either party shall be in a state or federal district court sitting in New York, New York or Los Angeles, California and both parties hereby agree to waive any right to contest such jurisdiction and venue.

13. Entire Agreement and Section Headings. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements, or understandings relating to the subject matter hereof. This Agreement shall not be modified other than in writing, signed by each of the affected parties. The section headings hereof are for the convenience of the parties only and shall not be given any legal effect or otherwise affect the interpretation of this Agreement.

14. Severability. The parties agree that each provision of this Agreement shall be construed as separable and divisible from every other provision and that the enforceability of any one provision shall not limit the enforceability, in whole or in part, of any other provision hereof. In the event that a court of competent jurisdiction determines that a restriction contained in this Agreement shall be unenforceable because of the extent of time or geography, such restriction shall be deemed amended to conform to such extent of time and/or geography as such court shall deem reasonable.

15. Confidentiality. The parties agree that they and their employees have maintained and will maintain, in confidence, the terms and provisions of this Agreement, as well as all data, summaries, reports or information of all kinds, whether oral or written, acquired or devised or developed in any manner from the other party's personnel or files or any proprietary or subscriber information provided by one party to the other party (the "Confidential Information"), and that they have not and will not reveal the same to any persons not employed by the other party except: (i) at the written direction of the other party; (ii) to the extent necessary to comply with the law or the order of a court of competent jurisdiction, in which event the disclosing party shall so notify the other party as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, or in connection with any arbitration proceeding; (iii) as part of its normal reporting or review procedure to its parent company, its auditors and its attorneys, and such parent company, auditors and attorneys agree to be bound by the provisions of this Section 15; (iv) in order to enforce any of its rights pursuant to this Agreement; (v) to potential investors, insurers, and financing entities; provided, however, that such person described above agrees to be bound by the provisions of this Section 15; or (vii) if at the time of disclosure the Confidential Information is in the public domain through no fault of the disclosing party. Promptly after the Execution Date, the parties shall use their best

reasonable efforts to agree upon a mutually acceptable press release with respect to the parties' general business relationship under this Agreement and to jointly issue and release such press release at a date mutually agreed upon. During the Term, no party shall issue an independent press release with respect to this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

16. Cessation of Program Distribution. If Affiliate reasonably determines that its

17. Survival of Representations and Warranties. All representations and warranties contained herein or made by the parties, and each of them, in connection herewith shall survive any independent investigation made by either party.

18. Non-Recourse. Notwithstanding anything contained in this Agreement to the